

AGREEMENT

BETWEEN

THE CITY OF NORTHAMPTON, MASSACHUSETTS

AND

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, LOCAL 187

JULY 1, 2016 - JUNE 30, 2019

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THE CITY OF NORTHAMPTON, MASSACHUSETTS
AND
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
LOCAL 187

JULY 1, 2016 - JUNE 30, 2019

This Agreement entered into by and between the City of Northampton, Massachusetts, hereinafter referred to as the City, and the New England Police Benevolent Association, Local 187, hereinafter referred to as the Union has as its purpose, the promotion of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement, and to set forth herein the basic Agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto. Wherever the term "he" is used, it shall include both male and female.

PREAMBLE

It is understood and agreed by all parties to this Agreement that in order to settle all disputes that may arise during the life of this contract any matter in dispute that cannot be promptly adjusted or settled between the parties involved, shall, without unnecessary delay, be settled in accordance with the grievance procedures as set forth in Article 5.

ARTICLE 1

RECOGNITION

1.01. The Union agrees that it shall act as the exclusive bargaining agent for full-time and regular part-time members of the police department of the rank of lieutenant and sergeant, excluding all civilian employees, and all patrol officers, and excluding all managerial, confidential and casual employees (including Special Police Officers) and other employees.

ARTICLE 2

UNION REPRESENTATION

2.01. The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and shall act, represent and negotiate agreements and bargain collectively for all employees within the bargaining unit.

ARTICLE 3

MANAGEMENT RIGHTS

3.01. Nothing in this Agreement shall limit the City in the exercise of its functions of management and in the direction and supervision of the City's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards; except where any such rights are especially modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the City, acting through its Mayor, Police Chief or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

By way of example but not limitation, management retains the following rights:

- To determine the mission, budget and policy of the Department;
- To determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- To determine the numbers, types, and grades of positions of employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station, or facility;
- To determine the methods, means and personnel by which the Department's operations are to be carried;

- To manage and direct employees of the Department;
- To maintain and improve orderly procedures and the efficiency of operations;
- To hire, promote and assign employees;
- To transfer, temporarily reassign, or detail employees to other shifts or other duties;
- To determine the equipment to be used and the uniforms to be worn in the performance of duty;
- To determine the policies affecting the hiring, promotion, and retention of employees;
- To establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual and mental health qualifications;
- To lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- To establish or modify work schedules and the number and selection of employees to be assigned;
- To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- To enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate;
- To suspend, demote, discharge, or take other disciplinary action against employees for just cause, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement.

The failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not relied upon the latter as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE 4

NON-DISCRIMINATION

4.01. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age or national origin and that all persons shall receive the full protection of the Laws of the Commonwealth of Massachusetts and the United States.

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

5.01. Any grievance or dispute which may arise between the City and employee or the Union regarding the interpretation or application of any provisions of this Agreement shall be settled according to the procedures set forth in this article. Grievance procedures for letters of reprimands shall progress up to and including step 2. However, no grievance shall be initiated or entertained by the parties concerning questions of the general salary schedule.

It is understood that the foregoing in no way is intended to offset the legal right of an employee to discuss any matter which is not in violation of the terms of this contract privately with representatives of management.

Step 1:

The Union steward and/or representative, with or without the aggrieved employee shall reduce the complaint or dispute to writing and submit it to the Chief or his designee within fifteen (15) calendar days (weekends/holidays excluded) after the event giving rise to the complaint, or his knowledge of its occurrence. The grievance shall set forth the nature of the grievance, specify the section(s) of the Agreement alleged to have been violated, what relief is sought, and shall be signed by a Union official and /or by the Employee initiating the grievance.

A conference between the parties shall be held within five (5) calendar days excluding weekends and holidays following the date the formal grievance was presented. The Chief, or his designee, as the case may be, shall render a decision in writing within seven (7) calendar days (weekends/holidays excluded) following the conference.

Step 2:

If the grievance still remains unadjusted, it may be appealed in writing to the Human Resources Director, or his/her designee, within seven (7) calendar days (weekends/holidays excluded) after the response of the Chief of Police (or his designee) was due. The Director, or his/her designee, may hold a hearing within fourteen (14) days (weekends/holidays excluded) should he/she deem additional information be warranted. In any case, the Director shall render a decision in writing

within 15 days (weekends/holidays excluded) of either receipt of the appeal or after the hearing date to either the grieving officer, the Union President or his designee.

Any agreement reached between the City and the Union at any step of the grievance procedure is binding on all parties affected.

Step 3:

If the grievance has not been satisfactorily settled after the procedures set forth have been exhausted, the Union, the City, or the employee, as the case may be, may submit the grievance to arbitration within thirty (30) calendar days (weekends/holidays excluded) after the date the final decision in Step 2 of the Grievance Procedure is due. The party wishing to refer the matter to arbitration shall so notify the other party in writing stipulating the matter to be arbitrated and requesting arbitration. The arbitration shall be conducted by an arbitrator to be selected by the City and the Union or the employee, as the case may be, if they can mutually agree upon his selection within fifteen (15) calendar days (weekends/holidays excluded) after notice has been given. If the parties are unable to select an arbitrator who is mutually acceptable, then the grievance shall be submitted by either party to the American Arbitration Association according to its procedures. The parties hereto shall share equally in the cost of the arbitration proceeding.

The City's answer to a grievance at any step shall be given to the Union at or before the time of notification to the employee or employees affected.

All grievances shall be presented in writing through the steps of the grievance and arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested.

If at the end of two calendar weeks next following either the occurrence of any grievance or the date of first knowledge of its occurrence by any employee affected by it, whichever is later, the grievance shall not have been presented at Step 1 and/or Step 2 of the procedure set forth herein, the grievance shall be deemed to have been waived. Furthermore, any grievance in process under such procedure shall also be deemed to have been waived if the action required to process the said grievance to the next step in this procedure by the Union shall not have been taken within the times specified therefore above.

5.02. The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which he shall have no power of rule shall be referred back to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

5.03. If any event occurred or failed to occur prior to the effective date of this Agreement, it shall not be subject of any grievance hereunder nor shall the arbitrator have the power to make any decision concerning such a matter.

5.04. The arbitrator shall be without power to make any decision to conflict with the laws of the Commonwealth of Massachusetts or the Ordinances of the City of Northampton not pertinent to this Agreement.

5.05. The decision of the arbitrator shall be final and binding upon the parties.

5.06. In the event of a disciplinary action involving any method set forth under Ch., 31, Section 41, and subsequent to a hearing before the Appointing Authority, an employee may, within ten (10) days of the receipt of said disciplinary decision, elect to appeal said action by initiating an arbitration proceeding in accordance with Section 5.01, Step 3, above. Such appeal shall be the exclusive remedy pursuant to the provisions of General Laws, Chapter 150E, Section 8, as amended.

5.07. Any of the time limits outlined in this Article may be extended by mutual agreement.

ARTICLE 6

NO-STRIKE, NO-LOCKOUT CLAUSE

6.01. It is agreed by the parties that during the term of this Agreement there shall be no strikes, lockouts, or withholding of services as defined by G.L. C. 150 Section 9A.

ARTICLE 7

REPRESENTATION

7.01. A written list of Union stewards and other representatives shall be furnished to the City immediately after their designation and the Union shall notify the City of any changes.

7.02. The employees covered by this Agreement will be allowed to be represented by two Union representatives from the Union and any other nonemployees representing the Union.

7.03. The City agrees to pay for time spent by this employee Union representative during his regular work hours in consulting with the Chief of Police or his designee regarding grievances. All other time spent by him in investigating grievances shall not be paid for by the City. If in the judgment of the Chief of Police, it is felt that this privilege is being abused, the Human Resources Director shall reserve the right to meet with the Union to limit the amount of time being spent in the processing of grievances.

7.04. The Union agrees to cooperate in assisting the Chief to find substitutes for the employee Union representative scheduled to be on duty at the times when meetings with representatives of the City are held.

ARTICLE 8

DISCIPLINARY ACTION

8.01. No employee shall be removed, dismissed, discharged, suspended or disciplined except for just cause as provided by Massachusetts General Laws, Chapter 31, Section 41, as amended.

8.02. In the event of any disciplinary action by the Police Department against any employee, the Union, if so requested by the employee, shall be notified of such action as soon as is practical thereafter, and the Union shall be given the privilege of having an official of the Union at any formal disciplinary hearing if requested by the employee.

ARTICLE 9

FAILURE TO OBSERVE CONTRACT: NO PRECEDENT

9.01. The failure of the City or the Police Department or the Union to insist, in any one (1) or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered a waiver or relinquishment of the right of the City or the Union to future performance of any such terms or provisions, and the obligations of the Union and the City to such future performance shall continue.

ARTICLE 10

SEVERABILITY

10.01. Should any provision of this Agreement be found to be in violation of any Federal or state law, or Civil Service rule, by a final decree of a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties will meet as soon as possible for the purpose of renegotiating the provision or provisions affected to ensure compliance with the law. Any renegotiations shall be limited in scope to the provision (s) of this Agreement found to be in violation of the law.

ARTICLE 11

RIGHTS AND PRIVILEGES

11.01. All other benefits which are enjoyed by the employees covered by this contract are hereby protected by this Agreement. All benefits and/or rights enjoyed by the employees covered

by this contract which are now governed by Municipal Ordinances or State law and which are not in conflict with this Agreement shall remain in full force and effect.

ARTICLE 12

TOURS OF DUTY

12.01. The Chief of Police shall establish the assignments of duty for the Sergeants and Lieutenants and shall fix the hours of each assignment.

12.02. If an assignment opens as a result of promotion , retirement , resignation, death or expansion, and is approved for filling, first consideration will be given to the employee of the appropriate rank with the most seniority. Seniority will be determined by continuous length of time served in that rank.

12.03. If any specific full-time position becomes available within the a rank, the position, its described duties and hours, shall be posted in a conspicuous place in the Police Department for a period of 7 calendar days. Any employee in that rank who is interested shall submit their name in writing during the posted period. The administration shall award the position if it is deemed to be filled to one of the applicants after consideration of the following factors:

- A. Overall experience and experience in the related field;
- B. Training in related field;
- C. Evaluations;
- D. Supervisory skills;
- E. Seniority

12.03B. The Chief shall have the right to select the employee who, in his/her judgment based on the above listed factors, is considered the best suited for the position.

12.03C. This does not preclude the reassignment of duties amongst current full-time employees or the Chief's right to fill the position with the best candidate should no qualified employee apply.

12.03D. Any selection made under the provisions of this Section will not be grievable.

ARTICLE 13

HOURS OF WORK

13.01. The regular assignment for Sergeants shall be for four consecutive eight hour days followed by two consecutive days off.

13.02. Sergeants assigned a 5-2 work week will be entitled to six (6) compensatory days per fiscal year to be accumulated on a prorated basis. If these extra days are not used by the end of the fiscal year, the Sergeants will be paid at straight time for them. Sergeants assigned to the 5-2 workweek will normally not be assigned to work on Saturdays, Sundays and Holidays listed in Article 22, Section 22.01, while working their special assignments.

13.03. Sergeants regularly assigned to an eight hour per day, 40- hour week will be entitled to the days called for by the 4 - 2 work schedule. They will normally not be required to work on Saturdays, Sundays, and Holidays listed in Article 22, Section 22.01. They shall receive fourteen (14) regular days off within a six week period. These extra days can be accumulated throughout the length of the contract. If the extra days are not used by the end of the calendar year the Sergeant will be paid straight time for these days.

13.04. When changing from Eastern Standard time to Daylight Savings Time, employees working 11 P.M. to 7 A.M. and 12 M.N. to 8 A.M. will be reporting off duty on Daylight Savings Time. They will be credited for working eight (8) hours, even though they only worked seven (7) hours.

When changing from Daylight Savings Time to Eastern Standard Time, employees working 11 P.M. to 7 A.M. and 12 M.N. to 8 A.M. will be reporting off duty on Eastern Standard Time. They will be credited for working eight hours even though they worked nine (9) hours.

13.05 As managers, Lieutenants who work a 5-2 schedule are afforded time off on all city employee holidays and do NOT get the extra days that Sergeants get.

ARTICLE 14

INTERCHANGE OF WORK HOURS

14.01. A Sergeant or Lieutenant desiring a swap or substitution of work hours may do so subject to the following provisions:

- A. Arrangements and approval for swaps or substitutions within the payroll period may be made with the employee's immediate supervisor, provided the Chief or his designee is notified in writing.

- B. Neither the Department nor the City will be responsible for enforcing any agreements made by the employees for future repayment of said mutually agreed shift adjustment.
- C. It is understood that an employee's first responsibility is to his position with the City.
- D. Any request for a swap or substitute during the payroll period with no payback must be submitted to the Chief or his/her designee for approval at least one week in advance. The City will pay the employee who actually works the tour of duty and will not pay the employee who is absent because of the authorized swap or substitution.
- E. A unit member may not request more than seven (7) swaps or substitutions during the Contract year.
- F. A unit member who has agreed to "swap" or "substitute" for another unit member of the same rank and who fails to report for duty shall be subject to disciplinary action.
- G. Swap and substitutions can only happen within the same rank unless approved in advance by the Chief of Police.

14.02. The City shall not be required to pay overtime nor incur any additional costs resulting from such mutually arranged changes in days off. It shall be the responsibility of the member desiring the change to provide a substitute without overtime payment.

ARTICLE 15

OUTSIDE DETAILS

15.01. All members of the bargaining unit shall be afforded the opportunity to accept outside detail work, but there shall be no discrimination against any member who declines to work outside details on a voluntary basis. Members shall have the option of declining offered outside details, but in the event that sufficient personnel do not accept such offered outside details on a voluntary basis, or in the event that time does not permit substitution of volunteers, such additional personnel as are deemed necessary by the Chief of Police shall be required to work outside details on an assigned basis. Whenever convenient, a job may be divided to help obtain coverage. If a job is divided by the Department, the first four (4) hour minimum will apply only to the first Officer on the job if canceled within the time limits set forth in Article 15.03, Section B.

15.02. The following provisions shall govern the assignment of outside paid police details to members of the bargaining unit when such work is to be paid for by another City department, an outside individual, group, corporation or organization:

- A. Such assignment shall be made by the Chief or his/her designated representative on a voluntary basis and shall be distributed among full-time Unit members as evenly as possible. The Chief shall maintain a record of all such assignments which may be examined on a reasonable notice by a representative of the Union. No unit member or other person shall accept such Assignment unless the same is made by the Chief or his designee.
- B. No such assignment shall be made to Police Officers unless no unit member is available.
- C. In order to assure an equitable distribution of extra paid details, the Chief or his/her designated representative shall submit weekly a list of outside work details on a rotation basis according to shifts, posting times to be designated by the Chief, with a minimum of at least one (1) hour upon completion of each shift. Wherever convenient a job of eight (8) hours or more can be divided.
- D. All employees covered by this Agreement who work any extra work which requires the Supervision of a superior officer shall comply with the orders of such superior officer on duty while performing such work.
- E. If acting in a non-supervisory capacity, unit members shall receive the same rate as a police officer. If acting in a supervisory capacity, he/she shall receive \$7.00 per hour more.

15.03. The City agrees that during the term of this contract the rate for outside details shall be : top step Sergeant rate time 1.5 and rounded to the next whole dollar (As of July 11, 2017: \$51.00).

- A. In the event an off-duty police detail extends past eight (8) hours the rate after the eight (8) consecutive hours shall be paid at a rate of time and one-half the foregoing rate.
- B. If the department is not notified by the contractor (or other private employer) at least three (3) hours in advance of a cancellation of an outside paid police detail, a minimum of four (4) hours' pay shall be paid to such employee.
- C. Employees performing such outside details shall be guaranteed a minimum of four (4) hours' work at the applicable rate.
- D. While engaged in outside details, the City agrees to provide an officer with a walkie-talkie if the same are available at the Police Department.
- E. When acting in a non-supervisory capacity, the unit member shall receive the same rate as a Police Officer. When acting in a supervisory capacity, the rate shall be an additional \$7.00.

15.04. The City agrees that, effective July 1, 1988; a special fund shall be established to pay unit members for off duty detail work without waiting for receipt of payment from the person(s) requesting such private detail. The City reserves the right to establish an administrative fee not to exceed the amount authorized by State statute.

ARTICLE 16

OVERTIME PAY

16.01. Approved overtime work for the Police Department in excess of eight hours in any one (1) day, shall be paid at the rate of time and one-half the employee's regular hourly rate of pay. A regular work week shall commence on Sunday at 7:00 a.m.

16.02. Any employee who is called in for duty after he/she has completed his/her regular tour of duty and has left the premises shall be paid a minimum of four (4) hours at time and one half rate. The employee may be required to work the four hours.

If the employee's response is cancelled prior to reporting for duty, they shall be paid one (1) hour at time and one half.

If the employee chooses, in lieu of reporting for duty to perform interpretive services by telephone, he/she will be paid a minimum of one (1) hour at time and one half rate. Should those services exceed the one (1) hour, he/she shall be further compensated for each fraction of an hour spent beyond the one (1) hour minimum, by receiving an additional hour pay at time and one half.

16.03. In the event that an employee is required to work in excess of eight (8) hours in one (1) day, he shall be paid one (1) hour's overtime at the rate of time and one-half for time worked in excess of one (1) half hour. This provision shall also apply to work performed over the four (4) hour minimum pay provided for under Section 2 above.

16.04. Any unit members who is called in for emergency duty between the hours of twelve (12) midnight and six (6) a.m. shall be paid double his/her hourly base rate for a minimum of four (4) hours, for all hours worked after six (6) a.m. on such emergency call he/she will receive this double base rate of pay until the minimum four (4) hours is reached and then time and one half (1.5) his/her hourly rate for all overtime hours worked thereafter. Emergency duty shall include, but not be limited to: cell monitor duty, photo identification, investigation, accident reconstruction, interpretive services, etc. This provision does not apply to any unit member who is substituting on the eleven (11) p.m. to seven (7) a.m. shift, nor to any unit member who, having been on duty from three (3) p.m. to eleven (11) p.m. continues to work after eleven (11) p.m., excepting "hold over" language below.

Any unit member called in for emergency duty from vacation or from his/her day off shall be paid at double his/her hourly rate for a minimum of four (4) hours.

If a unit member is called in between the hours of twelve (12) midnight and six (6) a.m. for emergency duty and his/her response is cancelled prior to reporting for duty, the Sergeant shall be paid on (1) hour at double his/her regular hourly rate.

If a unit member chooses to perform interpretive services by telephone, in lieu of reporting for duty, between the hours of twelve (12) midnight and six (6) a.m., he/she shall be paid a minimum of one (1) hour at double his/her regular hourly rate. Should those services exceed one (1) hour, he/she shall be further compensated for each fraction of an hour spent beyond the one (1) hour minimum, by receiving an additional hour's pay at double his/her regular hourly rate.

Any unit member upon completion of his/her assigned shift who is forced to be held over or ordered in an OIC due to a vacancy in said position and no other supervisor is available, shall be paid double their base rate of pay for all hours worked, except that is such forced overtime occurs on any of the following December 25 shifts and the unit member works the entirety of at least one of those shifts listed below, he/she will receive a personal day to be used in the following calendar year in addition to the double base rate of pay:

December 24th from 11 pm to December 25th at 7 am;

December 25th from 7 am to December 25th at 3 pm; and

December 25th at 3 pm to December 25th at 11 pm.

16.05. Any time worked in excess of an employee's normal work schedule will be paid at an overtime rate of one and one-half times an employee's hourly rate, which shall be 1/40 of the weekly pay rate, and the holiday pay shall be 1/4 of the weekly pay rate. .

16.06. A unit member who works during the time he would normally be off or on vacation shall be paid at the rate of time and one-half or another day off at the option of the Chief at a date approved by the Chief.

16.07. An employee may request compensatory time in lieu of overtime pay or sick leave incentive, and such compensatory time will be computed at the same rate of one and one-half times for each full hour of overtime worked. No more than eighty (80) hours of compensatory time may be carried by the employee during the contract year and an employee may carryover, into the next calendar year, up to forty (40) hours of earned compensatory time. Compensatory time held on May 30th will be paid in a lump sum payment by the close of the fiscal year if so requested in writing by the employee.

Request for use of compensatory time in excess of three (3) hours shall be made in writing to the Chief or his designee at least seven (7) days in advance of the date requested. Approval for such

use is solely at the Chief's or his designee's discretion. Any request for compensatory time amounting to three (3) hours or less shall be made in writing and subject to approval by the Officer in Charge of the employee's shift.

For purposes of this section, compensatory time can only be accumulated for regular departmental overtime worked (excludes overtime worked during training, under grants, task force or similar reimbursements, or any overtime where payments come from a source other than the department).

16.08. An officer required to attend training on his/her off-duty time shall be paid at the overtime rate. In the event an employee is assigned to any training program in lieu of his/her regular assignment, the employee shall not be eligible for compensation for commuting time to and from said assignment, unless said training is mandated. Any transportation costs will be borne by the Department.

16.09. An employee who through their job requirements (primarily SRO) is restricted as to when they can request compensatory time and is unable to use that time prior to May 30th as noted in section 16.07 may request an extension of no more than four (4) months. When an extension of time is requested the employee must submit the specific dates for which the remaining compensatory time will be used. Approval for the requested extension shall be made through the Chief prior to May 30th. Any denial by the Chief shall not be subject to the grievance procedure.

ARTICLE 17

SHIFT INCENTIVE

17.01. All employees covered by this Agreement working the 3 p.m. to 11 p.m. shift shall be paid an additional forty cents (\$.40) per hour; all employees covered by this Agreement working on the 11:00 p.m. shift to 7:00 a.m. shift shall be paid an additional fifty cents (\$.50) per hour.

17.02. Shift incentive is to be computed on a flat rate basis.

17.03. For the purposes of this Collective Bargaining Agreement, the 11:00 p.m. to 7:00 a.m. shift shall be considered to be the third shift.

ARTICLE 18

EDUCATIONAL INCENTIVE ALLOWANCE FOR POLICE SUPERVISORS

18.01. The City hereby agrees to provide eligible full-time police officers with benefits under this article.

Any unit member who, as of 5/28/2013, was receiving an educational incentive under the Quinn Bill shall, based on his/her level of academic achievement, receive the higher of:

- A. A grandfathered dollar amount equal to the dollar amount he/she would have received under a 100% Quinn bill reimbursement rate as of 5/28/2013-calculated after any FY 2013 rates adjustments are made). This dollar amount shall not increase in subsequent years unless otherwise negotiated by the parties, or,
- B. The dollar amount calculated under the Educational Incentive Allowance for Police Supervisors set forth in 18.01, Paragraph C below.

The parties expressly agree that the payment listed above are in excess to and include the City's 50% Quinn Bill incentive pay under MGL c. 41, 108L and whatever portion of Quinn Bill incentive pay that the state does/may contribute. So long as the Quinn Bill legislation remains on the books in Northampton and, if and when the 50% reimbursement rate of the City and the state's contribution rate ever exceed the amounts set forth in this section in any given year, unit members covered under Quinn Bill or this Educational Incentive Allowance for Police Supervisors. The parties agree that in the event the events in the preceding sentence ever take place, then the provisions of the old Article 18 in the labor agreement that expired on June 30, 2012, will govern the application/administration of the Quinn Bill benefit. The parties agree that in no event shall the City be required to pay benefits under both this Agreement and under M.G.L. c. 41, 108L (the Quinn Bill).

- C. Starting in fiscal year 2014, unit members hired by the City on or after July 1, 2009 and those unit members hired by the City before July 1, 2009 who are not eligible to participate in the Quinn Bill educational incentive on or before 5/28/2013, the City shall pay each such qualified unit member an educational incentive for an approved bachelor's or master's degree allowance as follows:

- A Baccalaureate Degree shall yield an educational incentive allowance of \$10,000.00.
- A Master's Degree shall yield an educational incentive allowance of \$12,500.00.

Eligible degrees shall be from a university, college, technical institute, or other institution approved by the New England Association for Colleges and Secondary

Schools, or a similar national accrediting organization and shall include only associates, bachelors or masters degrees in the following fields:

- Criminal justice, law enforcement and political science degrees as defined under MGL Chapter 41, 108L;
- Sociology;
- Forensic science with a concentration in criminalistics;
- Computer science with a concentration in forensic computer science;
- Psychology;
- Public Administration.
- If an employee is considering pursuing a degree that is not specifically named in this Paragraph and is hoping to participate in this Educational Incentive Program for that degree, the employee should seek approval from the Chief prior to the beginning any program. The Chief's approval/disapproval of the degree/area of study is final and not grievable.

18.02. Retirement calculations are not made by the City. Therefore, the effect, if any, of this Article 18 upon retirement benefits are not part of this Agreement.

18.03. The calculations for providing the benefits of this Educational Incentive shall be determined on the employee's base pay exclusively and shall not include overtime, holiday pay, court time, or other financial benefits that are part of an employee's gross earnings. Likewise, Educational Incentive Pay shall not be included in the base rate for determining contractual overtime or other premium payments under the labor agreement.

18.05. To be eligible for any benefits under the Educational Incentive Allowance, an employee must have completed his/her one-year probationary period and must submit the required paperwork prior to the September 1st deadline. Employees seeking to participate in this program should apply for incentive pay by submitting official transcripts to the Chief of Police by August 1st.

ARTICLE 19

LONGEVITY PROGRAM

19.01. All full-time members of the Police Department shall be eligible for longevity payments in accordance with the following schedule:

LONGEVITY SCHEDULE

- A. Upon completion of five (5) years of continuous service a sum of one hundred dollars (\$100.00) shall be added to his pay once a year and once each year thereafter through the ninth (9th) year of continuous service he shall receive a longevity payment of \$100.00
- B. Upon completion of ten (10) years of continuous service a sum of five hundred dollars (\$500.00) shall be added to his pay once a year and once each year thereafter through the fourteenth (14th) year of continuous service he shall receive a longevity payment of \$500.00.
- C. Upon completion of fifteen (15) years of continuous service a sum of six hundred dollars (\$600.00) shall be added to his pay once a year and once each year thereafter through the nineteenth year of continuous service he shall receive a longevity payment of \$600.00.
- D. Upon completion of twenty (20) years of continuous service a sum of seven hundred dollars (\$700.00) shall be added to his pay once a year and once each year thereafter through the twenty-fourth year of continuous service he shall receive a longevity payment of \$700.00.
- E. Upon completion of twenty-five (25) years of continuous service a sum of eight hundred dollars (\$800.00) shall be added to his pay once a year and once each year thereafter he shall receive a longevity payment of \$800.00.

19.02. For the purposes of this section, full-time employees may receive credit for uninterrupted service for the City under provisional and permanent appointments.

19.03. Payment of longevity compensation shall be made on an annual basis and shall be paid on the last pay day of the month in which the anniversary date occurs.

19.04. Those employees leaving the service of the City of Northampton through retirement or death shall be given credit for one (1) year of service if they have had at least six (6) months service following their anniversary date.

19.05. An employee who provides at least one (1) year advanced notice of retirement and subsequently retires (defined as submitting application to the Retirement Board), shall receive upon actual retirement a lump sum payment of \$500.00. If an employee provides at least six (6) months advanced notice, they shall receive \$250.00 as indicated above. No payment shall be made for any notification of retirement less than six months before the actual retirement date. This provision shall become effective the first day of the month following the date of ratification of this Agreement.

ARTICLE 20

COURT TIME

20.01. Any unit member on duty in the evening or at night, on vacation, furlough, or on a day off who attends as a witness in a criminal case pending in Juvenile Court, District Court, the District Attorney's office, Grand Jury, Superior Court, or other official hearings will be granted additional pay under the following policy:

- A. Any unit member on duty in the evening or at night who attends as a witness for the Commonwealth in a criminal case pending in Juvenile Court, District Court, the District Attorney's office, Grand Jury, Superior Court or other official hearings will be granted a minimum of three (3) hour's pay at time and one-half his/her regular hourly rate for each court appearance. Should such officer be required to be present at a court session as specified above for longer than three (3) hours in a day, he shall be further compensated for each fraction of an hour spent beyond the three (3) hour minimum, by receiving an additional hour's pay at time and one-half.
- B. Any employee who is served with a subpoena to appear in court as a witness in a civil case shall be paid in the same manner as in a criminal case if his involvement resulted from an official assignment by a superior officer. In situations where an officer's involvement resulted from an off-duty occurrence, he shall not be eligible for the foregoing compensation.
- C. Reasonable notice, eight (8) hours, will be given if a court case is continued or canceled. If less than eight (8) hours' notice is given, the employee will be paid at the rate to which he/she is entitled. No employee shall be held liable for his/her appearance in court if less than eight (8) hours' notice was given of a scheduled case.
- D. No employee shall be required to stand by away from court awaiting a call to appear in court without being compensated at the agreed minimum time paid for regular court appearance.
- E. No employee, after being listed for court, shall absent himself for court except when out of town on vacation, or on sick leave, or some other valid reason. If absent for no valid reason as listed above or for any other reason acceptable to the Chief, he/she shall forfeit one full day's pay at the rate of time and one-half to be deducted from court time pay subsequently due him. This penalty will be in addition to any disciplinary action the Chief may decide to take in this matter.

ARTICLE 21

HOLIDAYS

21.01. When a holiday falls on a Sunday and Monday is celebrated as the holiday, then that Monday shall be considered the holiday in applying provisions of this Article.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

21.02. Holiday pay equals one fourth of the employee's normal working schedule. An employee who is required to work on a holiday shall receive the holiday pay stipend and straight time for all hours worked on the holiday.

21.03. An employee who is required to work overtime on a holiday shall be paid at time and one-half for his overtime hours in addition to the holiday pay stipend and straight time for non-overtime hours worked on a holiday.

21.04. An employee, whether or not scheduled to work on a holiday, shall receive the holiday pay stipend which equals 10 hours of regular pay. An employee may request compensatory time at straight time in lieu of holiday pay. If the request is approved by the Chief or his/her designee, prior approval for use must be obtained. The total of compensatory time approved under Article 16. Section 16.07 and this Article may not exceed fifteen (15) days during the contract year.

21.05. To be eligible for holiday pay an employee must work on the holiday or if he or his shift is not scheduled to work on the holiday, the employee must work his or his shift's last scheduled work day preceding the holiday and his or his shift's first scheduled work day following the holiday. An employee who is absent from work on such holiday, or on his or his shift's last scheduled work day preceding the holiday or his or his shift's first scheduled work day following the holiday, and whose absence is recorded as attributable to line of duty because the injury giving rise to the absence arose out of or occurred in the course of his employment as an employee, shall be entitled to holiday pay.

21.06. A holiday falling with the employee's paid vacation shall be paid as though the employee were working regularly, but not more than one-fourth (1/4) of the employee's basic week's pay shall be paid for the holiday.

21.07. When a holiday falls on Sunday and Monday is celebrated as the holiday, then that Monday shall be considered the holiday in applying the provisions of this Article. However,

New Years, Fourth of July and Christmas will be considered holidays as January 1, July 4 and December 25, respectively.

21.08. An employee who is unable to work because of a non-work related injury or illness for a consecutive period of two calendar weeks or more shall be entitled to holiday pay for any holiday listed in Section 21.01 which occurs thereafter and within the period of that illness. The Chief may require a doctor's certificate attesting to the illness of the employee prior to making the payment required herein.

21.09. Notwithstanding the provisions of Section 21.05, the Chief, or his designee, as the case may be, may at his discretion, approve holiday pay in cases of bona fide illness.

21.10. The City agrees that if during the term of this Agreement a mandatory holiday is declared (new) or any holiday called for in the state that closes public buildings and all City employees are given the date off, then the above parties shall meet prior to or immediately after said holiday to discuss the impact, if any, of such holiday on the employees covered by this Agreement.

ARTICLE 22

VACATIONS

22.01. Vacation leave shall be granted according to an employee's years of service within the City whether or not his service has been entirely within the Department as follows:

One (1) year but less than 5 - 14 working days

Five (5) years but less than 10 - 21 working days

Ten (10) years and over - 28 working days

On the January 1st crediting date, an employee who has been on leave without pay for any full week period during the previous calendar year shall be entitled to a proportionate share of his/her vacation leave to be computed by taking the amount of vacation leave he/she would have been entitled to if he/she had worked, and subtracting the time the employee was in nonpay status.

22.02. In the event an employee terminates before having taken all of his/her vacation, he shall be paid for whatever vacation is unused. In the event of death, this amount will be paid to his/her estate.

22.03. Vacation time shall be bid for on a seniority basis as within the unit member's respective rank; however, those assigned to special assignments may be exempt from bidding on the regular vacation list with the specific approval of the Chief.

22.04. Vacation pay shall be paid to employees in advance on the last regular payday prior to the commencement of the employee's vacation if requested in writing.

22.05. An employee on vacation will not be restricted in travel or held on a standby basis, except in a case of a declared emergency, and in such an event, his vacation shall be extended accordingly.

22.06. If an employee, because of illness or accident, is unable to begin his vacation when scheduled, the employee shall notify the Department at least one week in advance of the date when his vacation is to begin, and his vacation will be rescheduled in the best manner possible at the discretion of the Chief.

22.07. With the prior approval from the Chief, an employee may substitute up to three (3) "floating days" for vacation time previously scheduled.

22.08. When bidding vacations the employee whose turn it is to bid shall be allowed twenty-four (24) hours to sign his vacation; if not signed by then he shall be by-passed and placed at the bottom of the bidding list at the discretion of the Chief of Police or his designee.

22.09. No employee shall be entitled to be paid for or to carry forward any unused vacation time from one calendar year to the next, except as provided for in Section 22.10.

22.10. Any employee who, because of his "injured on duty status" was unable to use the vacation time he/she earned during the previous calendar year may carry over into the next calendar year the amount of time which does not exceed the total number of vacation days to which he would be entitled on that January 1. He/she shall be paid for the number of days which he/she was unable to use or carry over. With respect to Lieutenants they shall also be permitted to carry over vacation time at the discretion of the Chief of Police in keeping with the policy that applied to Lieutenants prior to their attrition into the unit.

22.11. Vacations will be posted by the full calendar year and the entire calendar year shall remain available to each shift for the entire bidding procedure. All weeks needed including "extra days" will be posted prior to the start of the bidding procedure.

The weeks of May first through September first will be considered "summer weeks" for the purpose of this section.

The Chief (or his designee) will post and make available a first and second week of vacation to each shift for the full calendar year through the third series of bidding. All such weeks will be posted prior to the start of the bidding process. For the fourth and final series of bidding, the first of the two vacation weeks shall remain available for bidding for the entire year and will be posted for use as extra days. In the event that additional extra days are required to accommodate the needs of a particular shift, the chief (or his designee) shall add them accordingly.

The bidding will be done in four (4) parts:

First series:	3 weeks
Second series:	2 weeks
Third series:	All remaining full weeks
Fourth and last series:	All remaining single or extra days

ARTICLE 23

SICK LEAVE

23.01. All regular full-time employees covered by this Agreement shall accumulate up to fifteen (15) working days per year (120 hours) on the basis of 1 1/4 days (10 hours) for each full month in a pay status. Accrual shall be by payroll period.

23.02. Unused sick leave shall be cumulative without limit.

23.03. The Chief or his designee may request a doctor's certificate before approving sick leave.

23.04. Sick leave as used in this article shall be defined as absence from work without loss of pay because of a non-service connected illness or injury. Sick leave allowance shall be reduced by the number of hours of paid sick leave granted an employee.

23.05. Sick leave shall not be granted for any sickness or injury incurred through the use of drugs or alcohol unless the employee is under medical treatment for alcoholism or drug abuse.

23.06. (a) Upon retirement, so long as such retirement is not prompted by the commission of a dishonest or criminal act that has harmed the interest(s) of the Police Department or City, an employee shall be entitled to payment for accumulated but unused sick time in accordance with the following formula which is subject to a total payout cap of fifty-five hundred dollars (\$5,500.00):

The number of accumulated but unused sick leave hours credited to an employee at the date of his or her retirement shall be divided by three and the result shall be multiplied by the then effective rate of compensation. The product of such calculation shall be payable to the employee with his or her final paycheck. Such payout shall not exceed \$5,500.00.

The sick leave buy back cap provisions shall not apply to those employees hired on/before December 31, 1985.

The following members are fully exempted from the sick leave buy back cap:

David Callahan

Craig Kirouac

Alan Borwoski

The following members shall be grandfathered as follows:

Powers – Max. sick leave buy back \$6,448.00

23.06 (b) The 33.3% sick leave buy back may be taken as a lump sum or may, if the employee chooses, be taken as follows:

1/3 upon retirement

1/3 six months after retirement date

1/3 one year after retirement date, an employee may delay payment until the following calendar year

23.07. (a) Upon honorable separation of service, excluding retirement or death, an employee shall receive after five (5) years of continuous service but less than ten (10) years, 16.76% of the value of accumulated sick leave (employees hired in 1986 or later are subject to a maximum payment cap of \$5,500.00); after ten (10) years but less than fifteen (15) years of continuous service 20% (employees hired in 1986 or later are subject to a maximum payment cap of \$5,500.00); and more than fifteen (15) years of continuous service 25% (employees hired in 1986 or later are subject to a maximum payment cap of \$5,500.00). The employee may defer some or all of this payment into a subsequent tax year, but may not be required to do so.

23.07. (b) In the case of the death of any active employee covered by this Agreement, one-third of his or her accumulated sick leave shall be payable in lump sum to designated beneficiary under the same provisions as outlined in the preceding paragraph. In the event that an officer is killed in the line of duty, all of that officer's accumulated sick leave shall be payable in a lump sum to his/her designated beneficiary. This distribution will be based on that officer's maximum hourly rate of pay received during the last full year prior to the officer's death. (The payout under this paragraph for any employee hired after in 1986 or later will be subject to a maximum payment cap of \$5,500.00.)

23.08. Effective the first pay cycle of FY02, any bargaining unit member who does not use sick time for four (4) consecutive pay cycles shall be entitled to either two (2) hours of compensatory time (at straight time) as allowed under Article 16.07, or two (2) hours of pay, at the employee's request.

23.09. The Chief of Police or his designee may impose the following restrictions on an employee whose performance evaluation indicates that the use of his/her sick leave is excessive

with such restrictions remaining in effect until such time as the employee's sick leave record reaches an acceptable level.

- A. An employee who has reported in sick because he/she is incapacitated and unable to report for duty shall be confined to his/her home (unless hospitalized). If the employee should leave his/her home for medical treatment, to pick up medicine/prescriptions etc., he/she must call the station and inform a supervising officer on duty before leaving and upon returning home. This requirement applies only to the employee's regularly scheduled eight hour shift.
- B. An employee on sick leave from a serious injury/illness that occurred off-duty may be excused from calling in provided the employee provides a medical slip/release from his/her doctor substantiating the injury/illness.
- C. An employee who has been placed on restriction and who has been out on sick leave three (3) consecutive days or more shall not be eligible to work overtime or extra outside details for five (5) working days after the last sick day used.

23.10. Any member of the bargaining unit who uses one (1) or less sick leave days in a calendar year shall be entitled to one (1) extra vacation day to be credited to the following year.

ARTICLE 24

PERSONAL DAY

24.01. Employees shall receive two (2) personal days per calendar year. Should an employee for whatever reason be unable to use said personal days, they shall be converted to sick time and carry over into the next calendar year.

24.02. A bargaining unit member who wishes to utilize a personal day must provide a twenty-four (24) hour advance notice and receive approval for use from the Chief or his/her designee.

ARTICLE 25

LIGHT/LIMITED DUTY

25.01. The City and the Union hereby agree to implement a voluntary "Light Duty" program. An employee who is absent because of a non-work related injury and who has been certified by the City Physician as capable of returning to light/limited duty, may choose to return to work on a light/limited duty status.

25.02. An employee who is absent because of a work related injury, may be required to return to work in a light/limited duty status if he/she has been certified by the City-designated physician as being capable of returning to work in that capacity.

25.03. If an officer is assigned to light duty, he shall be assigned to his regular shift for such light duty if at all possible.

25.04. In the event that an officer is assigned to light duty, such light duty shall not interfere with ongoing medical treatment.

ARTICLE 26

BEREAVEMENT

26.01. In the event of the death of a spouse or child, paid leave of up to one calendar week will be granted.

26.02. In the event of a death of a member of the immediate family of an employee, the employee will be granted paid leave of up to three working days. Immediate family is defined as employee's mother, father, step-parent, foster parent, step child, foster child, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, and relative residing in household.

26.03. In the case of the death of the employee's following relative, one day of paid leave shall be allowed: aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

26.04. With the consent of the Department head and providing it will not impair/reduce the effective delivery of services, an employee scheduled to work may be granted up to four hours of paid leave to attend the services of a deceased co-worker.

ARTICLE 27

FUNERAL EXPENSES

27.01. The City will adopt Chapter 41 Section 100G 1.4.

ARTICLE 28

LEAVES OF ABSENCE

28.01. Unpaid leaves of absence may be granted with the approval of the granting authority in accordance with the Civil Service provisions in case an employee who is ill has exhausted his

sick leave, in case an employee desires to further his education so as to qualify for advancement within the Police Department and in other cases approved by the granting authority. Periods in a non-pay status will be deducted from the date used for longevity, vacations and step increases. Extensions of leaves of absence beyond one (1) year may be granted in the discretion of the granting authority.

28.02. An employee in “no pay/unpaid status”* while on a leave of absence other than one attributable to the Family Medical Leave Act (FMLA) or injured on duty (IOD) will be responsible for paying both the employee and employer portion of his/her health insurance premium. Employees who are in unpaid/no pay status on any type of leave exclusive of the FMLA or IOD status will not accrue benefits during the unpaid portion of the leave.

* An employee who is in no pay/unpaid status shall hereinafter be defined as less than fifty (50%) percent of his/her regularly scheduled work week.

ARTICLE 29

INSURANCE

29.01. .The City shall pay at least 50% of the PPO plan and 80% of the HMO plan.

29.03. The City of Northampton agrees to make available a voluntary dental program to be paid for by employees.

29.04. The City agrees to raise the current life and accidental death and dismemberment policy amount to \$5000.

ARTICLE 30

WAGE DEDUCTIONS

30.01. Contributory Group General or Blanket Insurance for Persons in the Service of Counties, Cities, towns and Districts and their Dependents premiums and retirement contributions shall be deducted from the participating employee’s pay on a bi-weekly basis.

30.02. Union dues shall be deducted from the employees’ pay on a bi-weekly basis and paid directly to the account authorized by Union leadership.

30.03. The City agrees to deduct deductions for the credit union and/or deferred compensation on a bi-weekly basis for participating employees.

30.04. The City agrees to make deductions for the Flexible Spending Account Program on a bi-weekly basis for participating employees.

30.05 All bargaining unit members shall be required to have their paychecks directly deposited into a banking institution of their choosing.

ARTICLE 31

INDEMNIFICATION

31.01. Indemnification provisions as provided by Chapter 41, Section 100 of the General Laws of Massachusetts, as amended, shall be continued during the term of this Agreement.

31.02. The City will indemnify any unit member covered by this contract for expenses or damages incurred by him in the defense or settlement of a claim against him in an amount not to exceed \$100,000 which claim arose out of acts performed by such unit member while acting within the scope of his/her official duties or employment, provided that the defense or settlement of such claim shall have been made by the City Solicitor or by an attorney legally employed for the purpose by the City.

ARTICLE 32

UNIFORMS

32.01. All employees covered by this Agreement who are required to wear uniforms while on duty shall, in each fiscal year, receive an allowance of up to \$1025 (one thousand twenty five dollars) for each calendar year for the purchase, cleaning and maintenance of uniforms. Any employee that is required to maintain two or more different types of uniforms, i.e. bike patrol, shall be eligible to receive an additional amount of \$100.00 subject to the approval of the Chief of Police. The cut-off date for applying for clothing slips shall be June 1 of the fiscal year. Payments for uniforms, listed equipment, and articles authorized by the Chief of Police shall be by invoices addressed to the City of Northampton Police Department by the sellers, or with the City reimbursing the employee upon proof of purchase of a receipt or invoice approved by the Chief of Police and acceptable to the City Auditor. Eligible items considered as part of the employee's uniform and necessary equipment are listed in the departmental APOM's (The Prescribed Uniform) and P102A (Police Uniform-Specifications).

Any other item that the Chief feels is a necessary piece of Police equipment may be purchased by the employee with the Chief's approval.

Any employee not keeping his/her uniforms up to Northampton Police Department standards shall be required to bring uniform purchases into the Chief of Police, or his designee, for verification and may be restricted to purchasing uniforms only with his/her allowance until he meets the Department standards.

32.02. The Chief or his/her designee may also pre-approve the purchases of ordinary street clothes to be worn by police officers in the performance of their police duties.

32.03. The City agrees to pay, as a part of the uniform allowance as specified above, for the repair of uniforms damaged in line of duty but not for ordinary wear and tear.

32.04. The City agrees to pay for pistol permits for employees covered by this Agreement.

ARTICLE 33

UNION BUSINESS LEAVE

33.01. A maximum of two (2) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.

33.02. One member of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings, between the City and the Union in the processing of grievances, when such meetings take place at a time during which such members are scheduled to be on duty, with the express permission of the Chief or his designee.

33.03. Such officers and members of the Union as may be designated by the Union shall be granted leave from duty with full pay for Union business other than that provided in Article 7. Not more than two (2) members shall be granted leave with pay at any one time for such business, providing that no shift is left without a supervisor.

33.04. The total maximum time paid for all Union officers or members designated by the Union under provisions of Section 34.03, shall not exceed ten (10) working days in any calendar year.

33.05. The Union agrees to cooperate in assisting the Chief to find substitutes for committeemen or delegates who are granted leave under Sections 33.01 through 33.04, above at times when they are scheduled to be on duty.

33.06. No Sergeant or member shall engage in any unprotected Union activity on duty, without obtaining prior authorization to do so from the Chief of Police or his designee.

ARTICLE 34

UNION MEETINGS

34.01. The City will permit the union to hold meetings in the Police Station, the exact location of such meetings to be approved by the Chief. In his/her discretion, the Chief may allow on-duty unit members to attend Union meetings.

34.02. With the prior approval of the Chief, the union shall be permitted use of a reasonable amount of space for placing notices on the bulletin board of the Police Station.

ARTICLE 35

MILITARY LEAVE

35.01. Employees shall be entitled, during annual training as a member of the Reserve Armed Forces of the United States, or as a member of the National Guard of the Commonwealth, to receive full pay and benefits from the City while so serving for any period during the calendar year not in excess of seventeen(17) calendar days less any amount received as a military salary from either the Federal government or from the Commonwealth for so serving. Reservist need only reimburse the City for military salary for days corresponding with the employee's work schedule. For the purpose of weekend drills officers will be granted leave without pay over and above the 17 days allowed above.

ARTICLE 36

RESERVED FOR FUTURE USE

ARTICLE 37

EMERGENCY LEAVE

37.01. Up to four (4) emergency days during the contract year to be charged to sick leave may be granted by the chief or his designee. An emergency is defined as a need that cannot be met at any other time than during working hours.

37.02. For the purpose of interpreting this provision, an emergency shall be defined as a combination of circumstances not reasonably foreseeable by the employee, which because of their compelling nature, prohibits him from assuming or completing his/her regularly scheduled assignment. Emergencies covered by this article include, but are not limited to:

1. Leave to care for the employee's immediate family member's physical or mental illness, injury or medical condition that requires home care, professional diagnosis or preventative medical care;
2. Routine medical appointment or a routine medical appointment for an immediate family member;
3. The psychological, physical or legal effects of domestic violence (does not cover the perpetrator);
4. Travel to and from an appointment, a pharmacy, or other location related to the purpose for which the sick or emergency leave was taken.

This emergency must pertain to the individual requesting the leave or his/her immediate family. Immediate family is defined as the unit member's spouse, child, mother, father, step-parent, foster parent, step child, foster child, sister, brother, grandparent, grandchild, father-in-law, mother-in-law and relative residing in the household.

ARTICLE 38

INJURED-ON-DUTY STATUS

38.01. Any employee covered by this Agreement shall be compensated while on injured-on-duty leave in accordance with M.G.L. C. 41 s.111F as amended. The City, without expense to the employee may require the employee to be examined by a physician of the City's choice, and will have the right to a complete report from such physician.

38.02. There shall be no deduction from pay for holidays falling in the injured-on-duty leave. Vacation and sick leave shall be credited as set forth in this Agreement, but such credit shall be reduced by an amount proportionate to the length of the injured-on-duty leave during the twelve (12) months prior to the crediting date; the first thirty (30) working days of an injured-on-duty leave shall not be considered in calculating the reduction. The provisions of Articles 18 and 19 shall continue throughout injured-on-duty leave.

38.03. An employee who is incapacitated for duty due to incurring an injury in the line of duty and receiving leave benefits pursuant to MGL Chapter 41, Section 111F, while receiving such benefits, shall not engage in any other form of employment either by self-employment or by the engagement of another employer unless authorized by either the Chief or the City-designated physician certifies that the performance of such work would not preclude or delay a return to full duty.

38.04. Seniority shall continue to accumulate without limitation during an injured-on-duty leave.

ARTICLE 39

LABOR-MANAGEMENT COMMITTEE

39.01. The parties agree to the establishment of a Labor-Management Committee to provide a forum to discuss and attempt to resolve matters of mutual concern. Representatives of both parties shall convene at mutually agreeable times if desired by the other party. The party requesting the meeting shall submit a written agenda a minimum of one (1) week in advance of the scheduled meeting to the appropriate representative.

ARTICLE 40

RESERVED FOR FUTURE USE

ARTICLE 41

PHYSICAL EVALUATION

41.01. The City reserves the right to have members of the Bargaining Unit undergo an annual physical examination to determine their physical fitness for the positions which they hold.

ARTICLE 42

WAGES

A new salary scale shall be created (see Appendix A). All unit members shall be placed on the new scale effective 7/1/2016.

Effective 7/1/2017 1.5% COLA and a step (if eligible).

Effective 7/1/2018: 1.5% COLA and a step (if eligible)

Any employee promoted to Sergeant or Lieutenant shall proceed to the next step on the wage scale on July 1st of any given year, regardless of time in step or date of promotion. Step movement is not automatic and step movement does not continue after the expiration of this Agreement.

ARTICLE 43

EXTRA ASSIGNMENT

43.01 Effective July 1, 2005: When working out of title (Officer In Charge) the compensation rate shall be calculated on an hourly basis of 9% current Sergeant top step.

43.02 Detective Sergeants and Detective Lieutenants shall earn a stipend of \$250.00 per month when they are assigned to the Detective Bureau.

ARTICLE 44

BODY CAMERAS

In the event that the City secures funds for the purpose of such a program or determines it is in its interest to require members of the unit to wear body worn cameras in the scope of their employment or to establish a pilot program regarding the use of body worn cameras, the parties agree to a reopener for the purpose of negotiations pursuant to M.G.L. 150 E.

ARTICLE 45

SUBSTANCE ABUSE

45.01. The City of Northampton, its employees and the public are entitled to a drug and alcohol free work place. The City has an established policy prohibiting unlawful possession, distribution and use of controlled substances and/or alcohol at work.

The Union and the City agree that although violation of this prohibition is a subject for disciplinary action, the focus in such matters, when practical, shall be rehabilitative and not punitive. To this end, the parties support and encourage the continued utilization of the Employee Assistance Program.

The City will continue to allow use of personal sick leave for authorized treatment and rehabilitation. The parties acknowledge the need for strict confidentiality for employees who are in treatment and recovery, and affirm that breaches of such confidentiality by supervisors or coworkers is a disciplinary matter.

Just as safety is the concern of all, so, too, is curbing drug and alcohol abuse. Employees are advised to protect themselves from the dangers of abuse.

Employees should not be required to co-work with people under the influence, and may refuse such assignment.

It is the City's responsibility to enforce the prohibition against drugs and alcohol through counseling and discipline. It is everyone's responsibility to support a drug and alcohol free work place. It is the responsibility of the abuser to seek assistance.

ARTICLE 46

FAMILY AND MEDICAL LEAVE ACT

The parties to this Agreement hereby agree to adopt through reference and implement the City of Northampton's Family and Medical Leave Act Policy as written.

ARTICLE 47

SEXUAL HARASSMENT

The parties to this Agreement hereby agree to adopt through reference and implement the City of Northampton's Discriminatory Harassment policy as written.

ARTICLE 48

DURATION

48.01. This Agreement will be effective July 1, 2016 and will continue to remain in full force and effect to and including June 30, 2019 and shall thereafter automatically renew itself for terms of one (1) year each unless by November prior to the expiration of the contract either party gives written notice that it desires to negotiate a new contract. Upon receipt of such notice, the parties agree to meet for the purpose of negotiating a new Agreement. In the event either party desires to negotiate a new contract and one has not been agreed upon by June 30, 2019, this contract may be extended by mutual agreement.

ARTICLE 49

TRAINING STIPEND

Unit members will be eligible to receive a \$50.00 (fifty dollar) travel stipend for attendance at training events provided the following conditions are met:

1. The training must be non-remedial and non-specialized training that is not voluntary and is required as a conditions of the Unit Member's job as determined by existing Department policy or as directed by the Chief (or his/her designee); and
2. The training must take place at a location that is 50 (fifty) or more miles from Police Headquarters by the quickest route.

The stipend is a flat stipend for the entire training, is not paid for travel each way and is not paid for each day of a covered multiple day training.


ARTICLE 50

FIRST RESPONDER STIPEND

Unit members will receive a \$1500 (fifteen hundred dollar) First Responder stipend annually. The First Responder stipend shall not be added to the base rate of pay and payment of the stipend will be made by the City to the unit members in one lump sum in the first payroll in May. To receive this stipend, a Sergeant must be a certified First Responder in Massachusetts with all required trainings, including those for the administration of Naloxone. If a unit member retires or is promoted before the stipend payment is due in May but is qualified for the stipend and has been working in that fiscal year with all required certifications, then he/she shall receive a pro-rated stipend for that fiscal year upon retirement or promotion.

All previous Memoranda of Understanding between City of Northampton and this unit have been incorporated into this document.

IN WITNESS WHEREOF, the parties to this Agreement have caused these presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto, this ____ day of _____, 2018.




David J. Narkewicz,
Mayor



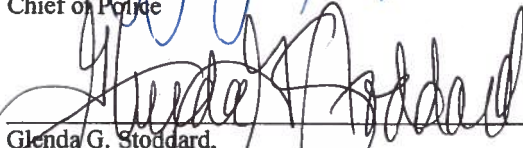
Sgt. Brian D. Letzeisen,
President



Jody D. Kasper,
Chief of Police

 #201

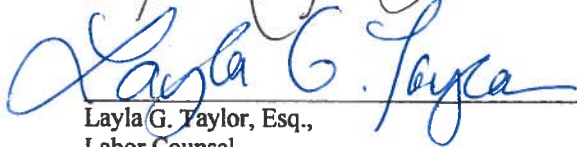
Sgt. Joseph S. Golec
Vice President



Glenda G. Stoddard,
Human Resources Director



NEPBA, New England Police Benevolent Association



Layla G. Taylor, Esq.,
Labor Counsel

Dated: 4/2/2018 Dated: _____